

Exhibit 61

ZFL-2020850

CONFIDENTIAL AGREEMENT

Agreement dated this 23rd day of July, 2009 between Affliction Entertainment Group, LLC ("AEG") and ZUFFA, LLC d/b/a Ultimate Fighting Championship (the "UFC");

Whereas, AEG is currently in the business of promoting mixed martial arts ("MMA") events (the "AEG Events") including, without limitation, an event scheduled for August 1, 2009 in Anaheim, CA ("Affliction Trilogy Event");

Whereas, in connection with said AEG Events, AEG has agreements with certain MMA fighters listed on Schedule 1 hereto (the "AEG Fighters");

Whereas, AEG is no longer interested in promoting the AEG Events or any other MMA events and would like to assign to the UFC all of AEG's rights related thereto, including without limitation, all rights that AEG has with respect to the AEG Fighters pursuant to such fight contracts that it has with such AEG Fighters excluding any contractual agreement relating to the wearing of Affliction or Extreme Couture apparel; and

Whereas, UFC is interested in receiving the assignment from AEG with respect to the AEG Events including, without limitation, all rights that AEG has with respect to the AEG Fighters excluding any contractual agreement relating to the wearing of Affliction or Extreme Couture apparel on the terms and conditions set forth herein;

Now, Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

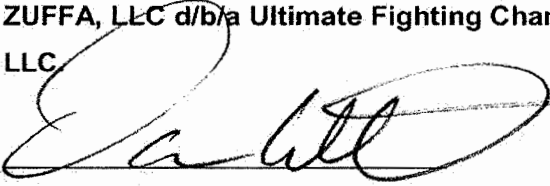
1. Except for any rights that AEG has with respect to Fedor Emelianenko ("Fedor") and conditioned upon AEG to assign the agreements between AEG and the AEG Fighters to the UFC, the UFC hereby agrees to assume AEG's responsibility for payment of the entire purse of the Affliction Trilogy Event which AEG hereby represents is not in excess of \$741,000 purse and \$370,000 win bonus. Schedule 1 hereto contains a full list of all AEG Fighters together with the number of fights remaining on each such AEG fighter's respective contracts with AEG and the purse for each remaining AEG Event.
2. With respect to Fedor, in the event that the UFC is able to come to an agreement with Fedor on terms and conditions satisfactory to the UFC, the UFC shall assume responsibility for payment of Fedor's purse for the Affliction Trilogy Event or cause Fedor to release AEG from its agreement with Fedor.
3. All matters contained in this Agreement shall remain confidential between the parties hereto until a mutually acceptable press release is issued. Notwithstanding the aforementioned, ZUFFA may begin upon execution of this Agreement negotiation with Vitor Belfort.
4. UFC, its owners, shareholders, members, officers, and directors, shall not disparage directly or indirectly AEG's or Affliction Holdings LLC exit from MMA promotions or directly or indirectly use or make disparaging reference to any of AEG or Affliction Holdings or its affiliate's trademarks, recordings, inventory, owners, shareholders, members, officers or agents including references to any AEG or Affliction Holdings LLC affiliated individual's previous criminal history. Affliction Holdings LLC and, its owners, shareholders, members, officers, and directors shall not in any manner

disparage directly or indirectly ZUFFA, the UFC or either of their respective officers, owners, employees or fighters.

5. AEG shall transfer and assign via the Copyright Assignment attached as Schedule 2 to UFC all right, title and interest of AEG to any and all copyrights of AEG to video and photos of Banned and Day of Reckoning. Within ten (10) business days, AEG shall also deliver physical possession of all audio and visual materials relating to or depicting in any manner the Banned and Day of Reckoning events, as further defined in Schedule 3. AEG and Affliction Holding's LLC shall be granted a license to use 15 minute of footage to each of Banned and Day of Reckoning to be used solely for promotion of Affliction Holdings LLC apparel brands and brands of its Affiliates. Any use of any segment of the recordings by the UFC shall be in a non-disparaging manner to the AEG and Affliction Holdings LLC its officers, directors, members, shareholders and its marks or brands.
6. AEG shall, subject to not violating the rights of any third party, (i) cancel any and all future AEG Events or other MMA events that AEG is involved in including, but limited to the Affliction Trilogy Event (ii) except as provided herein, on behalf of itself and any of its affiliates, cease (a) any and all MMA promotional businesses and endeavors by AEG and (b) promoting or owning any interest in any other MMA promotion endeavors or otherwise give the impression that Affliction or any of its affiliates is involved in the promotion of an MMA event other than UFC events.
7. UFC Acknowledges that Trump MMA, LLC owned by Donald J. Trump ("Trump") is a member of AEG. UFC further acknowledges that Trump holds interests in gaming and hotel businesses which at times may stage, promote or in some fashion be involved in the sport of MMA. Nothing in this Agreement shall bind Trump or members of his family or any of his related or affiliated entities to the restrictions of Paragraph 6.
8. UFC to warrant that this Agreement will not conflict with any other existing or future UFC agreement.
9. AEG hereby represents and warrants that it has all rights to the Affliction brand and Affliction Fighters and that by entering into this Agreement or any subsequent agreements contemplated herein, neither AEG nor any of its affiliates, will violate the terms of any existing agreements or the rights of any third parties with respect thereto.
10. This Confidential Agreement is binding upon the parties.
11. This Confidential Agreement shall be construed and interpreted pursuant to Nevada law and the parties agree that the exclusive venue for any and all disputes relating in any way to this agreement shall be the 8th Judicial District Court in Clark County Nevada.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first written above.

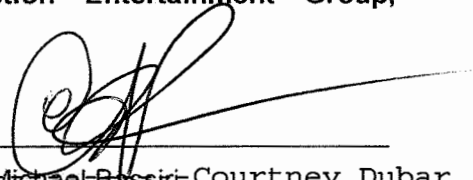
ZUFFA, LLC d/b/a Ultimate Fighting Championship
LLC

A handwritten signature in black ink, appearing to read 'Dana White', written over a horizontal line.

By: Dana White

Title: President

Affliction Entertainment Group,

A handwritten signature in black ink, appearing to read 'Michael Bassiri-Courtney Dubar', written over a horizontal line.

By: Michael Bassiri-Courtney Dubar

Title: President

SCHEDULE 1

DRAFT CONFIDENTIAL

	<u>Win Bonus</u>	<u>Remaining Bouts</u>	<u>Purse 1</u>	<u>WB 1</u>	<u>Purse 2</u>	<u>WB 2</u>
Fedor Emelianenko	\$1.5mm					
Renato Sobral	\$60,000	1				
Gerard Mousasi	\$125,000	1				
Vitor Belfort	\$150,000	1				
Jorge Santiago	\$50,000	1Bout				
Gilbert Yvel	\$30,000	2	??????	????????		
Paul Buentello	\$80,000	1				
Takanori Gomi	\$60,000	1Bout				
Rafaello Oliveira	\$15,000	1Bout				
James Hiron	\$25,000	2	\$30,000	\$5,000		
Paul Daley	\$16,000	3	\$18,000	\$18,000	\$20,000	\$20,000
Chris Horodecki	\$20,000	2	\$30,000	\$5,000		
Dan Lauzon	\$15,000	2	\$18,000	\$18,000		
Ben Rothwell	\$50,000	1				
Chase Gormley	\$10,000	3	\$15,000	\$10,00	\$20,000	\$15,000
La Carvas Davis	\$10,000	3	\$13,000	\$8,000	??????	????????
Javier Vazquez	\$8,000	1Bout				
Mark Homnick	\$7,000	2	\$10,000	\$5,000		
Deividas Taurosevicius	\$10,000	3	\$13,000	\$8,000	\$16,000	\$11,000
Total	Excl Fedor		\$741,000		\$370,000	

SCHEDULE 2

COPYRIGHT ASSIGNMENT

WHEREAS, Affliction Holdings, LLC, organized and existing under the laws of the State of California, having a place of business at 1799 Apollo Court, Seal Beach, California 90740 (the "Assignor") has all the rights, title and interest in and to all copyrights to and all other rights or interests in the copyrights listed in Exhibit A, attached hereto (collectively, the "Copyrights") together with all of the goodwill associated with and symbolized by the Copyrights; and

WHEREAS, Zuffa, LLC, d/b/a/ Ultimate Fighting Championship*, a limited liability company organized and existing under the laws of the State of Nevada, having a place of business at 2960 West Sahara Avenue, Las Vegas, Nevada 89102 ("Assignee"), desires to acquire the Copyrights.

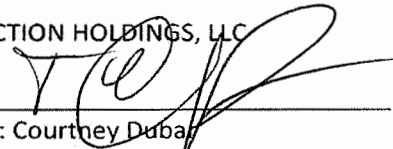
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all of its right, title and interest in and to the Copyrights, including, without limitation, all of the goodwill associated with and symbolized by the Copyrights and all registrations and applications therefor, if any, in the United States and all foreign countries, including any renewals and extensions of registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, together with all income, royalties or payments due or payable with respect to the Copyrights as of the date hereof and hereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Copyrights, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, affiliates or other legal representatives,

AND, the Assignor hereby represents and warrants that it has never granted any rights to the Copyrights to any person or entity prior to the date hereof and that to the best of its knowledge the Assignor has all of the rights (including, without limitation, the exclusive rights under Section 106 of the Copyright Act of 1976, as amended) associated with the Copyrights to the fullest extent permitted by law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, said Assignor has executed and delivered this instrument this 23th day of July, 2009.

AFFLICTION HOLDINGS, LLC

By: 
Name: Courtney Dubal
Title: President

By: 
Name: Michael Bassiri
Title: General Counsel

STATE OF CALIFORNIA
COUNTY OF

BEFORE ME, a Notary Public in and for said County and State, did personally appear _____, the _____ of Affliction Holdings, LLC, who acknowledged to me that he did sign the foregoing instrument and that same is his free act and deed, both individually and as such officer of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Nevada, this ____ day of July, 2009.

NOTARY PUBLIC

EXHIBIT A

Title of Work (Event)	Location	Date
Banned		
Day of Reckoning		

SCHEDULE 3

AEG shall, sell, assign, transfer, convey, and deliver to UFC, and UFC shall purchase, acquire, and take assignment and delivery of, all of AEG's right, title, and interest in, to, and under, all of AEG's copyrighted materials, relating to each of Banned and Day of Reckoning Events (including videos, photos, designs, and programming), all electronic files and other intellectual property relating there to, and the entire physical tape library including all masters and duplicates.